

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO**

WELLS FARGO BANK, N.A., AS	:	CASE NO. 2:15-cv-00557
TRUSTEE FOR THE REGISTERED	:	
HOLDERS OF J.P. MORGAN CHASE	:	Judge Gregory L. Frost
COMMERCIAL MORTGAGE	:	Magistrate Judge Elizabeth Preston Deavers
SECURITIES TRUST 2007-CIBC18,	:	
COMMERCIAL MORTGAGE PASS-	:	
THROUGH CERTIFICATES, SERIES	:	
2008-CIBC18,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
JOHNSTOWN PLAZA HOLDING	:	
COMPANY, LLC, et al.,	:	
	:	
Defendants.	:	

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**ENTRY OF DEFAULT JUDGMENT AS TO DEFENDANT  
C&H INVESTMENT COMPANY LP**

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Upon the Motion for Entry of Default Judgment of the Plaintiff, Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-CIBC18, Commercial Mortgage Pass-Through Certificates, Series 2008-CIBC18 (“Plaintiff”), and for good cause shown, it is, on this 16 <sup>November</sup> day of       , 2015 hereby:

ORDERED, ADJUDGED, AND DECREED that Defendant C&H Investment Company LP (“Defendant” or “C&H”) has failed to answer, plead or otherwise respond to Plaintiff’s Second Amended Complaint within the applicable time limit set forth in the Federal Rules of Civil Procedure, and, therefore, judgment is entered in favor of Plaintiff, Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage

Securities Trust 2007-CIBC18, Commercial Mortgage Pass-Through Certificates, Series 2008-CIBC18, and against Defendant, C&H Investment Company LP, as follows:

1. That certain Declaration of Restrictive Covenant (the “Restrictive Covenant”) executed by Defendant Johnstown Plaza Holdings Company, LLC (“Johnstown”) for the benefit of Defendant Advance Company Stores, Incorporated, and Defendant C&H as owner of the benefited property, dated August 3, 2012 and recorded on October 2, 2013 with the Recorder’s Office as Instrument Number 201210020022742, is hereby foreclosed and cancelled. A true and correct copy of the Restrictive Covenant is attached hereto and made a part hereof as Exhibit A;
2. All right, title, lien and equity of redemption which said Defendant C&H and all those claiming by, through or under it have or had in the Mortgaged Property as described in Exhibit “B” attached hereto is foreclosed, and the Mortgaged Property shall be sold free and clear of said interests;
3. Defendant C&H has knowingly and voluntarily waived any and all statutory right of redemption, which Defendant C&H and all those claiming by, through or under it has or had in the Mortgaged Property.

**IT IS SO ORDERED.**

**BY THE COURT:**

/s/ GREGORY L. FROST

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GREGORY L. FROST, JUDGE  
UNITED STATES DISTRICT COURT

Submitted by,

DINSMORE & SHOHL LLP

By: */s/ Joseph C. Krella*

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